

RA9

CITY OF MILPITAS RIGHT OF WAY CONTRACT

In consideration of the terms and conditions set forth in this Right of Way Contract (the "Contract"), BAY VALLEY PROFESSIONAL CENTER LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("GRANTOR") shall deposit in an escrow designated by CITY OF MILPITAS, a municipal corporation ("CITY"), a Grant Deed suitable for recordation and conveying from GRANTOR to CITY fee simple ownership to the area and real property improvements indicated in Exhibit "A", incorporated herein by this reference; and a Public Service Utility Easement Deed suitable for recordation and conveying from GRANTOR to CITY a permanent easement to the area and real property improvements indicated in Exhibit "B", incorporated herein by this reference.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as of the date first written herein below as follows:

1. Entire Agreement

The parties have herein set forth the whole of their Agreement. The performance of this Contract constitutes the entire consideration payable by CITY to GRANTOR and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement also known as the Montague Expressway Widening Project.

2. CITY shall

- A. Pay the sum of Twenty Two Thousand One Hundred and NO/100 Dollars (\$22,100.00) for the property and improvements and any other consideration, identified in the Appraisal Summary Statement and Statement of the Basis for Determination of Just Compensation, delivered separately and by reference made a part of this Contract, to the following title company: First American Title Company (or any other title company selected by City) for the account of the GRANTOR, Escrow No. NCS-195202-SC conditioned upon the property vesting in CITY free and clear of all liens, leases, encumbrances, (recorded or unrecorded), assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Paragraph 2A and dated October 6, 2005, and updates thereof. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR. (A copy of the applicable preliminary title report is attached hereto as Exhibit "C" and made a part hereof). Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Paragraph 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Paragraph 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving reconveyances from any deed of trust or mortgage holder trustees and beneficiaries.

- D. The consideration set forth in Paragraph 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which are owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired are: Fee Simple and a Public Service Utility Easement and respectively, as described in Exhibits "A" and "B".

3. Permission to Enter GRANTOR'S Land for Construction Purposes

Permission is hereby granted to CITY or its authorized agent to enter on GRANTOR'S land, where necessary, to conform driveways and perform miscellaneous construction contract work.

GRANTOR understands and agrees that after completion of said work, said facility(ies) will be considered as GRANTOR'S sole property and GRANTOR will be responsible for maintenance and repair.

4. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. Escrow Instructions

GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Contract on behalf of both parties.

6. Hazardous Wastes

GRANTOR hereby represents and warrants that during the period of GRANTOR'S ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the property. GRANTOR further represents and warrants that GRANTOR has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste, on, from, or under the property which may have occurred prior to GRANTOR taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination.

7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the subject property by CITY, and/or its designees or assignees including the right to remove and dispose of improvements, and relocate, install and connect utilities shall commence on December 31, 2005, or close of escrow, whichever occurs first, and that the amount shown in Paragraph 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

9. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the property proposed to be acquired exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9 herein, as a condition precedent to close of escrow, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. It is the GRANTOR'S primary responsibility to secure any Quitclaim Deeds or releases; however, CITY agrees to reasonably assist GRANTOR in securing said Quitclaim Deeds or releases.

11. Approval of CITY

GRANTOR understands that this Contract is subject to the approval of CITY and availability of funding. Further, that this Contract shall have no force or effect unless and until said CITY approval has been obtained and funding secured.

12. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Contract are authorized to enter into this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

13. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written herein below.

CITY OF MILPITAS,
MUNICIPAL CORPORATION

GRANTOR:
BAY VALLEY PROFESSIONAL CENTER LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY

By: _____

By:  _____

Title: _____

Title: Manager _____

Date: _____

Taxpayer I.D. #: _____

Date: 10/31/05 _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED



20' PG&E ESMT
7579-OR-529

TRAFFIC SIGNAL
FACILITIES ESMT
13992273 OR

PARCEL 1
768-M-38

4'X8' PG&E ESMT
14279748 OR

10' P.S.U.E.
14116884 OR

8188-OR-110

NO ACCESS

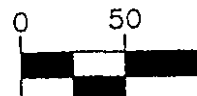
25' PUBLIC PEDESTRIAN ESMT
13992274 OR

4'X4' PG&E ESMT
14279748 OR
P.O.B.

MONTAGUE EXPRESSWAY

WATSON COURT

PEORI COURT



GRAPHIC SCALE
1 INCH = 100'

LINE	BEARING	DISTANCE
L1	N69°46'08"E	154.37'
L2	S72°46'08"W	94.39'
L3	S69°46'08"W	59.82'
L4	S16°56'48"E	4.95'

SHEET 1

Date: 01-18-05
Scale: 1" = 100'
Designed: -
Drawn: TJM
Checked: DT

HMH

San Jose
(408) 457-2200
Gilroy
(408) 846-8787

PLAT TO ACCOMPANY A LEGAL DESCRIPTION
PUBLIC STREETS

EXHIBIT BJanuary 18, 2005
HMH 2702-00-21
Page 1 of 1**PUBLIC SERVICES UTILITY EASEMENT**

Real property situate in the City of Milpitas, County of Santa Clara, State of California described as follows:

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 768 of Maps, page 38, Santa Clara County Records, described as follows:

Commencing at the most southerly corner of said Parcel 1;

Thence North 16°56'48" West, 4.95 feet along the southwesterly line of said Parcel 1 to the TRUE POINT OF BEGINNING;

Thence leaving said southwesterly line, North 69°46'08" East, 59.82 feet;

Thence North 72°46'08" East, 94.39 feet to a point in the southeasterly line of said Parcel 1;

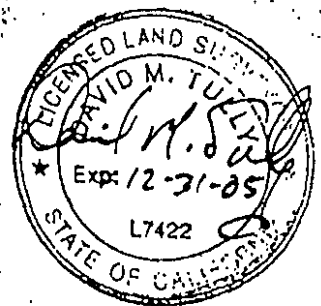
Thence leaving said southeasterly line, North 17°13'52" West, 10.00 feet;

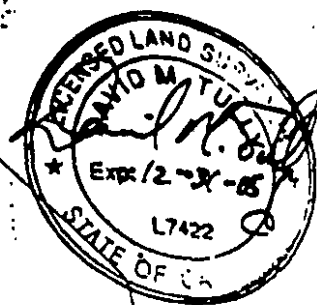
Thence South 72°46'08" West, 94.65 feet;

Thence South 69°46'08" West, 59.51 feet to a point in the said southwesterly line;

Thence South 16°56'48" East, 10.02 feet along said southwesterly line to the TRUE POINT OF BEGINNING.

Containing 1,542 square feet, more or less





20' PG&E ESMT
7579-OR-529

TRAFFIC SIGNAL
FACILITIES ESMT
13992273 OR

PARCEL 1
768-M-38

10' P.S.U.E.
14116884 OR

4'X8' PG&E ESMT
14279748 OR

4'X4' PG&E ESMT
14279748 OR L4

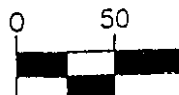
25' PUBLIC PEDESTRIAN ESMT
13992274 OR

8188-OR-110

MONTAGUE EXPRESSWAY

WATSON COURT

PHILIP COURT



GRAPHIC SCALE
1 INCH = 100

No.	Bearing	Distance
L1	N16°56'48"W	4.95'
L2	N69°46'08"E	59.82'
L3	N72°46'08"E	94.39'
L4	N17°13'52"W	10.00'
L5	S72°46'08"W	94.65'
L6	S69°46'08"W	59.51'
L7	S16°56'48"E	10.02'

SHEET 1

Date: 01-18-05
Scale: 1" = 100'
Designed: -
Drawn: TJM
Checked: DT
Proj. Engr: -

HMH

San Jose
(408) 467-2200
Gilroy
(408) 846-8787

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC SERVICE UTILITY EASEMENT

EXHIBIT C

Order Number: NCS-195202-SC

Page Number: 1



First American Title
1737 North First Street, Suite 100
San Jose, CA 95112

Steven Castellano
Associated Right of Way Services Inc.
2300 Contra Costa Blvd. Suite 525
Pleasant Hill, CA 94523

Escrow Officer: Laura Denton
Phone: (408)451-7800

Owner: Bay Valley Professional

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Insurance Company

Dated as of October 06, 2005 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Owner's Policy (10-17-92) with Regional Exceptions (Standard Coverage)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Bay Valley Professional Center LLC., a California limited liability company

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
2. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
3. An easement for wires and cables for electric energy and incidental purposes, recorded December 2, 1966 as Book 7579, Page 592 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: The westerly 20 feet of said land
4. Abutter's rights of ingress and egress to or from the highway contiguous thereto, said rights have been relinquished in the document recorded December 23, 1970 as Book 9167, Page 107 of Official Records.
5. The terms and provisions contained in the document entitled "Grant deed" recorded May 24, 1972 as Book 9849, Page 178 of Official Records.

6. Abutter's rights of ingress and egress to or from the highway contiguous thereto, said rights have been relinquished in the document recorded August 3, 1972 as Book 9954, Page 471 of Official Records.
7. An easement for right of Access: right turn access only to and from Montague Expressway and incidental purposes, recorded August 3, 1973 as Book 9954, Page 471 of Official Records.
In Favor of: Alpha Beta Acme Market, Inc., a Delaware corporation
Affects: A portion of said land
8. An unrecorded lease dated January 28, 1985, executed by Alpha Beta Company formerly Alpha Beta Acme Markets, Inc., a Delaware corporation as lessor and Fleming Foods of California, Inc., a California corporation as lessee, as disclosed by a Memorandum of Lease Agreement recorded March 11, 1985 as Book J289, Page 924 of Official Records.

The Lessor's interest under the lease has been assigned to Alpha Beta Company, a Delaware corporation, formerly known as Alpha Beta Acme Markets, Inc. by assignment recorded April 28, 1989 as Book K932, Page 298 of Official Records.

The Lessor's interest under the lease has been assigned to Corporation Services, Inc., a California corporation by assignment recorded April 28, 1989 as Book K932, Page 339 of Official Records.

The Lessor's interest under the lease has been assigned to Wilshire -Stanley Investment Co., A California General Partnership by assignment recorded June 1, 1990 as Book L374, Page 39 of Official Records.

The Lessor's interest under the lease has been assigned to Milpitas Fleming Associates, a California General Partnership by assignment recorded December 18, 1996 as Document No. 13555663 of Official Records.

The Lessee's interest under the lease has been assigned to Fleming Companies, Inc., and Oklahoma corporation successor by merger to Fleming Foods west, Inc., a Nevada corporation by assignment recorded December 18, 1996 as Document No. 13555664 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.
9. The terms and provisions contained in the document entitled "Agreement" recorded April 28, 1989 as Book K932, Page 315 of Official Records.

A memorandum of Assignment, Assumption and Release of Agreement

Assignor: Corporation Services, Inc., a California corporation
Assignee: Wilshire Stanley Investment Company, a California Corporation
Recorded: April 28, 1989 in Book K932, Page 346 of official records.

Document(s) declaring modifications thereof recorded July 05, 1996 as Book P407, Page 0482 of Official Records.

10. The terms and provisions contained in the document entitled "Agreement" recorded June 5, 1990 as Book L376, Page 2127 of Official Records.
11. *Abutter's rights of ingress and egress to or from highway contiguous thereto, said rights have been relinquished in the document recorded August 28, 1997 as Document No. 13833704 of Official Records.*
12. An easement for traffic signal facilities and incidental purposes, recorded December 29, 1997 as Document No. 13992273 of Official Records.
In Favor of: County of Santa Clara
Affects: A portion of said land
13. An easement for public pedestrian purposes and incidental purposes, recorded December 29, 1997 as Document No. 13992274 of Official Records.
In Favor of: County of Santa Clara
Affects: A portion of said land
14. An easement for public services and utility purposes and incidental purposes, recorded March 30, 1998 as Document No. 14116884 of Official Records.
In Favor of: The City of Milpitas, California , a municipal corporation
Affects: A portion of said land
15. An easement for wires and cables for electric energy and incidental purposes, recorded July 14, 1998 as Document No. 14279748 of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation
Affects: A portion of said land
16. An easement for pole lines and incidental purposes, recorded July 14, 1998 as Document No. 14279748 of Official Records.
In Favor of: Pacific Gas and Electric Company,
Affects: A portion of said land
17. An easement shown or dedicated on the map filed or recorded March 23, 2004 as Book 768, Page 38 through 40 of Parcel Map
For: Ingress/egress easement for the benefit of Parcel "2" and incidental purposes.

Affects: The area designated as Easement "D" on said Map
18. An easement shown or dedicated on the map filed or recorded March 23, 2004 as Book 768, Page 38 through 40 of Parcel Map
For: 12.50' Ingress/egress easement for the benefit of Parcel "2" and incidental purposes.

Affects: The area designated as Easement "C" on said Map

19. An easement shown or dedicated on the map filed or recorded March 23, 2004 as Book 768, Page 38 through 40 of Parcel Map

For: 5' Waterline easement for the benefit of Parcel "2" and incidental purposes.

Affects: The area designated as Easement "A" on said Map

20. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded March 23, 2004 as Document No. 17677689 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the owners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

21. A Deed of Trust to secure an original indebtedness of \$2,000,000.00 recorded April 01, 2004 as Document No. 17691055 of Official Records.

Dated: March 25, 2004
Trustor: Thoai Nguyen, a married man as his sole and separate property
Trustee: Chicago Title Company, a California corporation
Beneficiary: Cathay Bank, a California Banking Corp.,

The terms and provisions contained in the document entitled "Hazardous Substances Certificate and Indemnity Agreement" recorded April 01, 2004 as Document No. 17691056 of Official Records.

22. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded April 22, 2005 as Document No. 18336693 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the owners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

23. Condominium plan and notes attached as exhibit "A" to the Covenants, Conditions and Restrictions recorded April 22, 2005, Document No. 18336693 of Official Records.
24. Rights of parties in possession.

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2005-2006.
First Installment: \$23,713.42, PAID
Second Installment: \$23,713.42, PAID
Tax Rate Area: 12-003
APN: 086-31-072-00
2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as No Situs, Milpitas, California.
3. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded April 20, 2005 as Document No. 18332234 of Official Records.
From: Thoai Nguyen, a married man as his sole and separate property
To: Bay Valley Professional Center LLC., a California limited liability company
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 - a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;

- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 - a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendment;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 - a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
 - a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 - c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:

- (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
- a. A certification pursuant to Section 18500.5 of the California Probate Code in a form satisfactory to the Company.
 - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL 1, OF PARCEL MAP RECORDED APRIL 11, 2005 IN BOOK 783 OF MAPS, AT PAGES 35 AND 36.

APN: 086-31-072-00

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We

currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the

date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

Failure to pay value for your title.
4. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - c. land use
 - e. land division
 - b. zoning
 - d. improvements on the land
 - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

Failure to pay value for Your Title.
5. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
 - (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

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P.M. 769-M-08

UNIT	BLG.	FLR.	ADDRESS
A1	1	1	YOSEMITE WAY
A2	1	1	YOSEMITE WAY
C1	1	1	841 YOSEMITE WAY
C2	1	1	845 YOSEMITE WAY

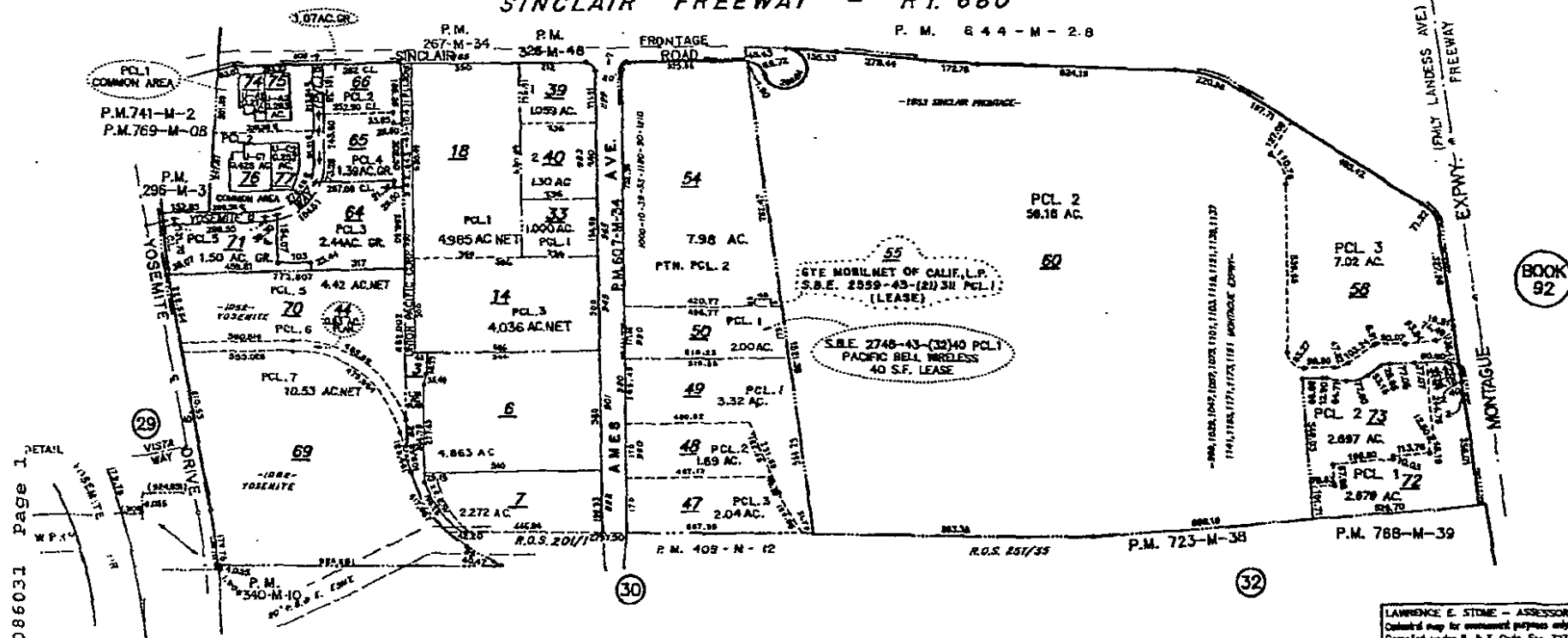
BOOK
88

PTN. LOT 30 - MILPITAS RANCHO PARTITION



SINCLAIR FREEWAY - RT. 680

P. M. 844 - M - 2.8



AM086031 page 1

LAWRENCE E. STONE - ASSESSOR
 Cultural map for assessment purposes only.
 Compiled under R. & I. Code, Sec. 327.
 Effective Fall Year 2000-2008

PARCEL MAP FOR CONDOMINIUM PURPOSES

BEING ALL OF PARCEL 1 AS SAID PARCEL IS SHOWN
ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON
MARCH 23, 2004 IN BOOK 768 OF MAPS AT PAGES
38 THROUGH 40, SANTA CLARA COUNTY RECORDS
CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA
NOVEMBER 2004

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF, OR HAVE SOME RIGHT, TITLE, OR
INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION
SHOWN ON THE MAP, THAT I AM THE ONLY PERSON WHOSE CONSENT IS
NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY, AND THAT I
HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND
SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THOM NGUYEN, A MARIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Thom Nguyen
THOM NGUYEN

Consistently with this Map is Recorded A
Trustee's Statement under Series No.
18316256, pursuant to Sections
66045(9) and 66046.1 of the Map Act.

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA } ss
COUNTY OF Santa Clara }
ON March 18, 2005, before me, the undersigned, a Notary
Public in and for said state, personally appeared THOM NGUYEN,
[] personally known to me, or
[x] known to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same as his
authorized capacity and that by his signature on the instrument, he
executed the instrument.
WITNESS MY HAND
NOTARY'S SIGNATURE: *Alisa L. Lee*
PRINTED NOTARY'S NAME: Alisa L. Lee
NOTARY'S PRINCIPAL PLACE OF BUSINESS: San Jose, California
EXPIRATION DATE OF NOTARY'S COMMISSION: August 31, 2006
NOTARY COMMISSION NO.: 1870115



CITY CLERK'S CERTIFICATE

I, GAIL BLALOCK, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY
CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF MILPITAS ON BEHALF
OF THE CITY COUNCIL, ITS GOVERNING BODY OF SAID CITY AT A REGULAR
MEETING HELD ON OCTOBER 13, 2004, HAS TAKEN THE FOLLOWING ACTION:
1. APPROVED THIS PARCEL MAP.

DATED: 4-5-05

Gail Blalock
GAIL BLALOCK, CITY CLERK
CITY OF MILPITAS, CALIFORNIA
Doreen R. Rios

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AS THE REQUEST OF THOM NGUYEN IN OCTOBER 2004. I HEREBY STATE THAT
THIS PARCEL MAP COMPLIES WITH PARCEL MAP PROCEDURES OF THE CITY OF
MILPITAS AND THAT THIS PARCEL MAP CONFORMS TO THE APPLICABLE TEXTBOOK
MAP, AND THE CONDITIONS OF APPROVAL, THEREOF WHICH WERE REQUIRED TO BE
FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP, AND IS TECHNICALLY
CORRECT, AND THAT THE MONUMENTS SHOWN HEREON ARE OF THE CORRECT
AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Alan C. Rios
ALAN C. RIOS, C.E. 5112
LICENSE EXPIRES 9-30-07

323-05
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS
SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TEXTBOOK MAP
AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH
PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE
TIME OF APPROVAL OF THE TEXTBOOK MAP.

SIGNED: *Debra Friedman*
DEBRA FRIEDMAN
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 42243, EXPIRATION DATE DECEMBER 31, 2008

4/5/05
DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP AND THAT I AM SATISFIED
THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED: *David M. Rogers*
DAVID M. ROGERS
ACTING CITY SURVEYOR, CITY OF MILPITAS
R.C.E. NO. 16756, EXPIRATION DATE JUNE 30, 2006

April 5, 2005
DATE



COUNTY RECORDER'S STATEMENT

FILED THIS 11th DAY OF April, 2004, AT 5:16 P.M.
IN BOOK 768 OF MAPS AT PAGES 38 THROUGH 40, AT THE REQUEST OF
CHICAGO TITLE COMPANY.
FILE: 18316256 SERIES NO. 18316256

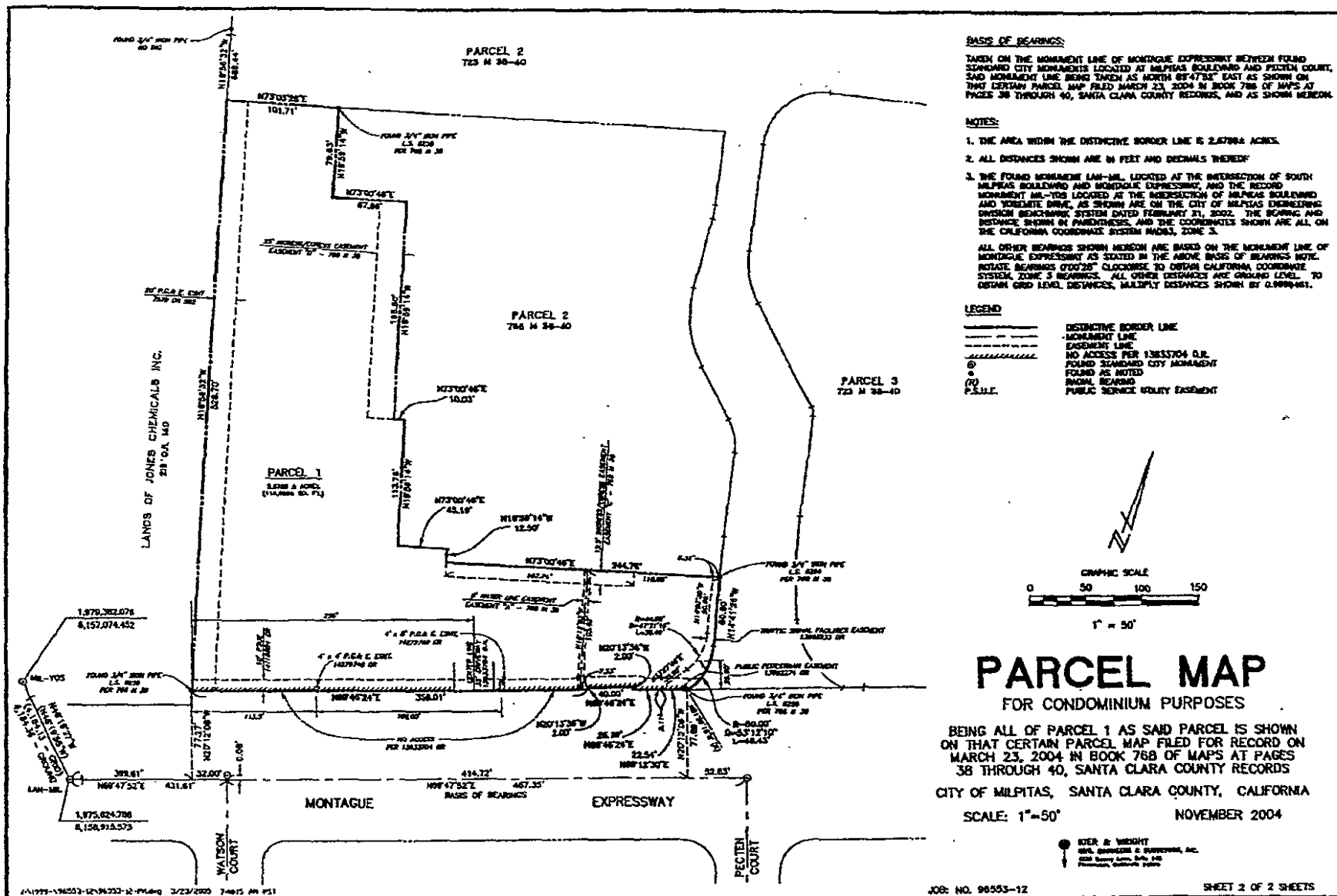
RENEGA DAVIS
COUNTY RECORDER
SANTA CLARA COUNTY
CALIFORNIA

Renega Davis
RENEGA
DAVIS

18316256

783
35 of
36

35



Recording Requested of:

City of Milpitas

and When Recorded, Mail To:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, CA 95035

Attn: City Engineer

Space Above This Line for Recorder's Use

APN: 086-31-072

PUBLIC SERVICE UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BAY VALLEY PROFESSIONAL CENTER LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, hereinafter called first party, hereby grants to THE CITY OF MILPITAS, A MUNICIPAL CORPORATION, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified together with a right of way therefore, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Property description (Exhibit "A")

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip or parcel of land described as follows:

Insert Easement Description (Exhibits "B" and "C")

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip or parcel of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Public Service Utility Easement Deed as of this 31st day of October, 2005.

Date: 10/31/05

SIGNED:

By: 

Title: Manager

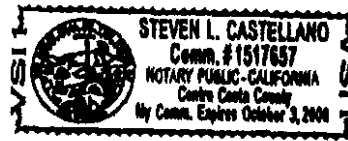
Acknowledgment Attached

STATE OF CALIFORNIA }

COUNTY OF SANTA CLARA }

On 10/31/05 before me STEVEN L. CASTELLANO,
NOTARY PUBLIC
personally appeared THAO NGUYEN

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s), whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(City is exempt from County transfer tax)

EXHIBIT A

Order Number: NCS-195202-SC

Page Number: 10

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL 1, OF PARCEL MAP RECORDED APRIL 11, 2005 IN BOOK 783 OF MAPS, AT PAGES 35 AND 36.

APN: 086-31-072-00

EXHIBIT BJanuary 18, 2005
HMH 2702-00-21
Page 1 of 1**PUBLIC SERVICES UTILITY EASEMENT**

Real property situate in the City of Milpitas, County of Santa Clara, State of California described as follows:

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 768 of Maps, page 38, Santa Clara County Records, described as follows:

Commencing at the most southerly corner of said Parcel 1;

Thence North $16^{\circ}56'48''$ West, 4.95 feet along the southwesterly line of said Parcel 1 to the TRUE POINT OF BEGINNING;

Thence leaving said southwesterly line, North $69^{\circ}46'08''$ East, 59.82 feet;

Thence North $72^{\circ}46'08''$ East, 94.39 feet to a point in the southeasterly line of said Parcel 1;

Thence leaving said southeasterly line, North $17^{\circ}13'52''$ West, 10.00 feet;

Thence South $72^{\circ}46'08''$ West, 94.65 feet;

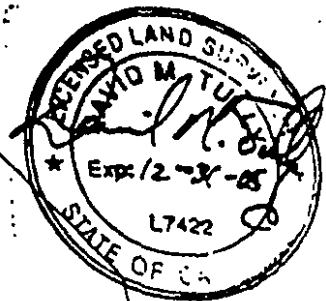
Thence South $69^{\circ}46'08''$ West, 59.51 feet to a point in the said southwesterly line;

Thence South $16^{\circ}56'48''$ East, 10.02 feet along said southwesterly line to the TRUE POINT OF BEGINNING.

Containing 1,542 square feet, more or less.



EXHIBIT C



20' PG&E ESMT
7579-OR-529

TRAFFIC SIGNAL
FACILITIES ESMT
13992273 OR

PARCEL 1
768-M-38

10' P.S.U.E.
14116884 OR

4'X8' PG&E ESMT
14279748 OR

4'X4' PG&E ESMT
14279748 OR L4

25' PUBLIC PEDESTRIAN ESMT
13992274 OR

8188-OR-110

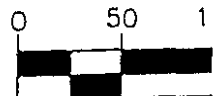
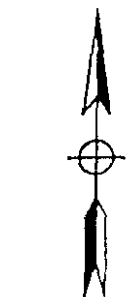
MONTAGUE EXPRESSWAY

PEPPER COURT

WATSON COURT

T.P.O.B.
P.O.C.

No.	Bearing	Distance
L1	N16°56'48"W	4.95'
L2	N69°46'08"E	59.82'
L3	N72°46'08"E	94.39'
L4	N17°13'52"W	10.00'
L5	S72°46'08"W	94.65'
L6	S69°46'08"W	59.51'
L7	S16°56'48"E	10.02'



GRAPHIC SCALE
1 INCH = 100

SHEET 1 C

Date: 01-18-05
Scale: 1" = 100'
Designed: -
Drawn: T.J.M.
Checked: DT
Proj. Engr: -
Des. Name: 2702PI 16

HMH
ENGINEERS

San Jose
(408) 487-3399
Gilroy
(408) 848-4787

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC SERVICE UTILITY EASEMENT

Recording Requested of:

City of Milpitas
and When Recorded, Mail To:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035
Attn: City Engineer

Space Above This Line for Recorder's Use

APN: 086-031-072 (a portion of)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BAY VALLEY PROFESSIONAL CENTER LLC, A California limited liability company

hereby grant(s) to the **CITY OF MILPITAS, a municipal corporation**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

Date: 10/31/05

By: [Signature]

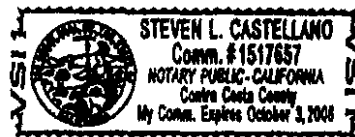
Title: Manager

STATE OF CALIFORNIA }

COUNTY OF SANTA CLARA }

On 10/31/05, before me STEVEN L. CASTELLANO,
NOTARY PUBLIC

personally appeared THOMAS NGUYEN
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s), whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.



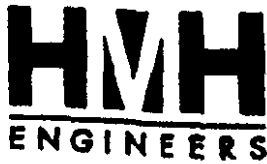
WITNESS my hand and official seal.

Signature [Signature]

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

(City is exempt from County transfer tax)



William J. Wagner | Thomas A. Armstrong | Michael L. Mo

EXHIBIT "A"
PUBLIC STREET

Real property situate in the City of Milpitas, County of Santa Clara, State of California described as follows:

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 768 of Maps, page 38, Santa Clara County Records, described as follows:

Beginning at the most southerly corner of said Parcel 1;

Thence North 69°46'08" East, 154.37 feet along the southeasterly line of said Parcel 1;

Thence leaving said southeasterly line, South 72°46'08" West, 94.39 feet;

Thence South 69°46'08" West, 59.82 feet to a point in the southwesterly line of said Parcel 1;

Thence South 16°56'48" East, 4.95 feet along said southwesterly line to the Point of Beginning.

Containing 529 square feet, more or less.

This conveyance is made for the purpose of an expressway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights of access appurtenant to the grantor's remaining property in and to said expressway over and across the above described parcel.





20' PG&E ESMT
7579-OR-529

TRAFFIC SIGNAL
FACILITIES ESMT
13992273 OR

PARCEL 1
768-M-38

10' P.S.U.E.
14116884 OR

4'X8' PG&E ESMT
14279748 OR

8188-OR-110

NO ACCESS

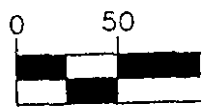
25' PUBLIC PEDESTRIAN ESMT
13992274 OR

4'X4' PG&E ESMT
14279748 OR
P.O.B.

MONTAGUE EXPRESSWAY

WATSON COURT

PELLOTT COURT



GRAPHIC SCALE
1 INCH = 100

LINE	BEARING	DISTANCE
L1	N69°46'08"E	154.37'
L2	S72°46'08"W	94.39'
L3	S69°46'08"W	59.82'
L4	S16°56'48"E	4.95'

SHEET 1

Date: 01-18-05
Scale: 1" = 100'
Designed: -
Drawn: TJM
Checked: DT

HMH

San Jose
(408) 487-3300
Gilroy
(408) 846-6787

PLAT TO ACCOMPANY A LEGAL DESCRIPTION
PUBLIC STREET

CITY OF MILPITAS ACQUISITION CONTRACT

In consideration of the terms and conditions set forth in this Acquisition Contract (the "Contract") PUBLIC STORAGE, INC., a California corporation ("GRANTOR") shall deposit in an escrow designated by CITY OF MILPITAS, a municipal corporation ("CITY"), a Grant Deed suitable for recordation and conveying from GRANTOR to CITY fee simple ownership to the area and real property improvements indicated in Exhibit "A", incorporated herein by this reference (the "Property").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as of the date first written herein below as follows:

1. Entire Agreement

The parties have herein set forth the whole of their Agreement. The performance of this Contract constitutes the entire consideration payable by CITY to GRANTOR and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement also known as the Montague Expressway Widening Project except as it may negatively impact the access to or use of the remainder of GRANTOR's property or as may be caused by the negligence or willful misconduct of CITY, its agents or employees.

2. CITY shall

- A. Pay the sum of Three Thousand and No/100 Dollars (\$3,000.00) for the property and improvements and any other consideration, identified in the Appraisal Summary Statement and Statement of the Basis for Determination of Just Compensation, delivered separately and by reference made a part of this Contract, to the following title company: First American Title Insurance Company for the account of the GRANTOR, Escrow No. 519698-14 conditioned upon the rights described herein to the Property vesting in CITY free and clear of all liens, leases, encumbrances, , assessments and taxes except any exceptions to title which are acceptable to CITY upon the terms set forth herein as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Paragraph 2A and dated April 19, 2001, and updates thereof. Clearing of any monetary title exceptions not acceptable to CITY is the responsibility of GRANTOR. In the event of any non-monetary exceptions not acceptable to CITY, whether or not recorded GRANTOR may elect whether or not to clear them, and if GRANTOR does not elect to clear such exceptions, then CITY may clear them at CITY's sole expense or may accept the Property subject to such exceptions. A copy of the applicable preliminary title report is attached hereto as Exhibit "B" and made a part hereof. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority, after prior written notice to GRANTOR and adequate time for GRANTOR to make any required payments, to deduct and pay from the amount shown in Paragraph 2A above any amount necessary to satisfy any valid liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Paragraph 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving reconveyances from any deed of trust or mortgage holder trustees and beneficiaries.

- D. The consideration set forth in Paragraph 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which are owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired are: Fee Simple as described in Exhibit "A".

CITY shall be responsible, at CITY's sole expense, for any subdivision or lot line adjustment required for GRANTOR's legal conveyance of the Property.

3. Permission to Enter GRANTOR'S Land for Construction Purposes

Permission is hereby granted to CITY or its authorized agent to enter on GRANTOR'S land, where necessary, to conform driveways and perform miscellaneous construction contract work, upon prior approval by GRANTOR of any plans for such work and upon prior written notice to GRANTOR of any such entry.

CITY, and its administrators, successors and assigns, agrees to maintain adequate insurance and to provide written evidence thereof to GRANTOR prior to CITY's entry onto the easement area, and to indemnify, defend, and hold harmless GRANTOR, its affiliates and their officers, directors, agents, employees, tenants and invitees, together with their administrators, successors and assigns, from, against and with respect to any and all claims, damage, loss, deficiencies, actions, suits, proceedings, demands, assessments or judgments to or against GRANTOR or any indemnified party, including attorneys' fees and court costs, for property damage, personal injuries, or any other matter whatsoever arising out of or in connection with CITY's activities on or about GRANTOR's property.

CITY covenants and agrees to install any and all improvements in a good and workmanlike manner, all at CITY's sole expense. Such work on GRANTOR's property shall be done in such a manner as to result in the least possible inconvenience to GRANTOR and its agents, employees and invitees, and without cost or expense to GRANTOR. All earth and/or paving shall be replaced after CITY's work on GRANTOR's property to at least a comparable condition to which it formerly was as nearly as reasonably practicable.

GRANTOR understands and agrees that after completion of said work, any of said facility(ies) located on GRANTOR's remaining property will be considered as GRANTOR'S sole property and GRANTOR will be responsible for maintenance and repair.

4. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. Escrow Instructions

The parties agree to prepare and file escrow instructions in furtherance of this transaction.

6. Hazardous Wastes

If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its reasonable clean-up costs from those who caused or contributed to the contamination, which shall only include GRANTOR in the event GRANTOR is proven to be the generator of such contamination.

7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the subject Property by CITY, and/or its designees or assignees including the right to remove and dispose of improvements, and relocate, install and connect utilities shall commence on December 31, 2005, or close of escrow, whichever occurs first, and that the amount shown in Paragraph 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

The Property shall be included in the building site's zoning calculations for lot area, setbacks, landscape and open space requirements.

8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

9. No Leases

GRANTOR affirms that there are no oral or written leases on all or any portion of the Property proposed to be acquired exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month.

10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9 herein, as a condition precedent to close of escrow, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. It is the GRANTOR'S primary responsibility to secure any Quitclaim Deeds or releases; however, CITY agrees to reasonably assist GRANTOR in securing said Quitclaim Deeds or releases.

11. Approval of CITY

GRANTOR understands that this Contract is subject to the approval of CITY and availability of funding. Further, that this Contract shall have no force or effect unless and until said CITY approval has been obtained and funding secured.

12. Authority to Sign

GRANTOR and the signatories affirm that the signatories to this Contract are authorized to enter into this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

GRANTOR: PUBLIC STORAGE, INC.
PROJECT: MONTAGUE EXPRESSWAY WIDENING

APN: 092-08-042

13. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written herein below.

CITY OF MILPITAS,
A MUNICIPAL CORPORATION

GRANTOR: PUBLIC STORAGE, INC.
A CALIFORNIA CORPORATION

By: _____

By: 

Title: _____

Title: President, Real Estate

Date: _____

Taxpayer I.D. # 95-3551121

Date: October 13, 2005

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

March 27, 2002
HMH 2702-00-20
Page 1 of 1 pages

EXHIBIT "A"
PUBLIC STREET
APN 092-08-042

Real property situate in the City of Milpitas, County of Santa Clara, State of California described as follows:

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 337 of Maps, page 33, Santa Clara County Records, described as follows:

Commencing at the most northerly corner of said Parcel 1;

Thence South $69^{\circ} 46' 08''$ West, 178.62 feet along the northwesterly line of said Parcel 1 to the beginning point of a curve to the left;

Thence Southwesterly along said curve having a radius of 20.00 feet, through a central angle of $3^{\circ} 43' 41''$, an arc length of 1.30 feet along the westerly line of said Parcel 1 to the True Point of Beginning;

Thence Southwesterly continuing along said curve, having a radius of 20.00 feet, through a central angle of $61^{\circ} 51' 20''$, an arc length of 21.59 feet along the westerly line of said Parcel 1;

Thence leaving said westerly line, South $81^{\circ} 19' 47''$ East, 6.43 feet;

Thence North $17^{\circ} 06' 13''$ East, 18.61 feet to the TRUE POINT OF BEGINNING.

Containing 99 square feet, more or less.



MONTAGUE EXPRESSWAY

WATSON COURT

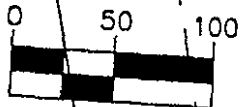
PARCEL 1
337-M-33

P.O.C.

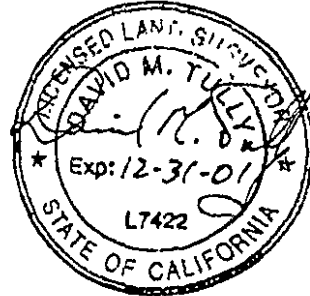
T.P.O.B.
C1
C2
L1
L2
L3

LINE	BEARING	DISTANCE
L1	S69°46'08"W	178.62'
L2	S81°19'47"E	6.43'
L3	N17°06'13"E	18.61'

CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	03°43'41"	1.30'
C2	20.00'	61°51'20"	21.59'



GRAPHIC SCALE
1 INCH = 100 FT.



SHEET 1 OF 1



HMH, Incorporated
Civil Engineers • Planners • Surveyors
1570 OAKLAND AVE.

PLAT TO ACCOMPANY A LEGAL
DESCRIPTION

5: 27020020: 20020327.2209

2702-00
92-08-042
1080 Pecten Dr.

EXHIBIT "B"

Applicant:

Mr. Steve Erickson
City of Milpitas
Department of Engineering
455 East Calaveras, CA 95035-5479

RE: Title/Escrow No. 519698-14
PUBLIC STORAGE INVESTORS 14
1080 Pecten Drive
Milpitas, California
Santa Clara County

PRELIMINARY REPORT DATED APRIL 19, 2001 at 7:30 A.M.

ALL INQUIRIES AND CORRESPONDENCE REGARDING THIS ESCROW SHOULD
BE DIRECTED TO:

First American Title
1737 North First Street
San Jose, CA 95112
Tel: 408: 451-7800
Fax: 408: 451-7836

Escrow Officer: Patrick Lough
Telephone No. 408: 451-7833

APPLICANT:

City of Milpitas
 Attention: Steven Erickson
 455 E. Calaveras Blvd.
 Milpitas, CA 95035-5479
 Department of Engineering

YOUR CONTACT PERSON IS

CALL	: Patrick Lough
FAX NO.	: (408) 451-7800
ESCROW ORDER NO.	: (408) 451-7836
TITLE ORDER NO.	: 519698-14
TITLE OFFICER	: 519698-14
PROPERTY ADDRESS	: Michael D. Hickey/yw/me
	: 1080 Pecten Drive
	Milpitas, CA

Subject to a minimum charge required by Section 12404 of the Insurance Code. The form of policy of title insurance contemplated by this report is: **AN AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B (AMENDED 10-17-92)**, AND A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.

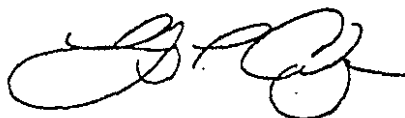
In response to the referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy of Title Insurance in the form specified above, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Gregory P. Carlson
 Assistant Vice President

Dated as of April 19, 2001 at 7:30 a.m.

Title to said estate or interest at the date hereof is vested in:

PUBLIC STORAGE INVESTORS 14, a California Limited Partnership

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE AS TO PARCEL ONE, AN EASEMENT AS TO PARCELS TWO AND THREE

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. **PROPERTY TAXES**, including any assessments collected with taxes, for the fiscal year 2001-2002, a lien not yet due or payable.
2. **THE LIEN** of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. **EASEMENT** for the purposes stated herein and incidents thereto
 - Purpose : **Pole Line**
 - Granted to : **Pacific Gas and Electric Company, a corporation**
 - Recorded : **May 7, 1946 in Book 1337, page 557, Official Records**
 - Affects : **The routes of said poles shall be as follows, viz:**
 - (1) Beginning at a point in the Southeasterly boundary line of the county road extending along the Northeasterly boundary of said premises from which point a post marking the Southeast corner of that certain 124.075 acre tract of land described in the Decree of Distribution in the Estate of Wm. F. Carson, deceased, recorded in Book 440 of Deeds, at page 191, Records of Santa Clara County, bears South 76° 22' West 302.6 feet distant and running thence South 30° 48' East 1,040.6 feet the Southeasterly boundary line of said premises.
 - (2) Beginning at a point in the hereinbefore described route designated 1 distant thereon South 30° 48' East 668.7 feet from the Northwesternly terminus thereof and running thence North 78° 54' West 208.0 feet.
 - (3) Beginning at a point in the hereinbefore described designated 1, distant thereon South 30° 48' East 907.8 feet from the Northwesternly terminus thereof and running thence North 67° 35' East 129.0 feet.
4. **EASEMENT** for the purposes stated herein and incidents thereto
 - Purpose : **Slope Easement**
 - Granted to : **City of Milpitas, a municipal corporation**
 - Recorded : **June 13, 1966 in Book 7408, page 115, Official Records**
 - Affects : **Southwesterly 5 feet of Parcel One**

5. **LACK OF ABUTTER'S RIGHTS** to and from street or highway, lying adjacent to the Northwesternly line of said land, said rights having been released and relinquished
By : Edgar P. Ewen, et al
To : City of Milpitas
Recorded : March 26, 1973 in Book 0293, page 416, Official Records.

6. **EASEMENT** for the purposes stated herein and incidents thereto
Purpose : Underground and above ground facilities and appurtenances thereto
Granted to : Pacific Gas and Electric Company, a California corporation
Recorded : March 26, 1973 in Book 294, page 630, Official Records
Affects : A portion of Parcel Three, as follows:

(1) A strip of land of the uniform width of 10 feet, lying contiguous to and Northwesternly of the Southeasterly boundary line of said lands, and extending from the Northeastly boundary line of said lands, Southwesterly 420 feet, more or less, to the Southwesterly boundary line of said lands.

(2) A strip of land of the uniform width of 10 feet, lying contiguous to and Northeastly of the Southwesterly boundary line of said lands, and extending from the Northwesternly boundary line of the strip of land hereinbefore described and designated 1, Northwesternly 940 feet, more or less, to the Northwesternly boundary line of said land.

7. **Agreement on the terms and conditions contained therein,**
For : Use, Easement maintenance and duration of easement for wall encroachment
Between : K&B Investments, a California partnership
And : Keith Garner and Marilyn Garnier, his wife; and Eugene L. Kimball and Ruth M. Kimball, his wife
Recorded : May 9, 1979 in Book E479, page 726, Official Records

Reference is hereby made to the record for further particulars.

8. **EASEMENT** for the purposes stated herein and incidents thereto
Purpose : Construct, maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as grantee may, from time to time, require, including Ingress thereto and egress therefrom
Granted to : Pacific Bell, its associates and allied companies, its and their respective successors, assigns, lessees and agents
Recorded : February 23, 1994 in Book N316, page 0803, Official Records
Affects : A portion of Parcel 1 in Parcel Map, Milpitas Properties Co., as per Map recorded in Book 337 of Maps, at page 33 in the office of Recorder of Santa Clara County, described as follows:

8. (Continued)

Beginning at a point lying on the Easterly line of Watson Court said point found South 37° 20' 03" East 104.48 feet distant from the found Milpitas City Standard Street Monument at the intersection of Montague Expressway and Watson Court, as said Easterly line of Watson Court is shown on said Map; thence North 72° 40' 12" East 8.43 feet; thence South 17° 19' 48" East 16.00 feet; thence South 72° 40' 12" West 8.43 feet to a point on the Easterly line of Watson Court, said point also being a point of curvature; thence along a 519.52 feet radius non-tangent curve to the Northwest, a central angle of 1° 45' 53" and whose chord bearing is North 17° 19' 48" West, an arc distance of 16.00 feet, more or less, to the true point of beginning and the end of this description.

Note: The basis of all bearings contained in this description is North 69° 00' 00" East for the centerline of Montague Expressway, as shown on that certain Map filed March 22, 1974 in Book 337 of Maps, at page 33, in the Santa Clara County Recorder's Office.

9. THE TERMS AND PROVISIONS of any unrecorded leases, including, but not limited to, any options to purchase or rights of first refusal contained therein.
10. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

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INFORMATIONAL NOTES

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A) LENDER'S SPECIAL INFORMATION

According to the public records, there have been no deeds conveying the herein described property recorded within two years prior to the date thereof except as follows:

None

B) TAX NOTE

BOTH installments of taxes for the fiscal year 2000-2001 have been paid in full

1st Installment	: \$37,456.04
2nd Installment	: \$37,456.04
Land	: \$2,631,198
Improvements	: \$3,632,397
Personal Property	: \$-0-
Exemption	: \$-0-
A. P. No.	: 092-08-042
Code Area	: 12-002

- C) SHORT TERM rate does not apply. Current vestees were not insured during the previous 5 years.

(INFORMATIONAL NOTES CONTINUED NEXT PAGE)

INFORMATIONAL NOTES: (Continued)

- D) Collect \$10.00 (per parcel) user fee for each Grant Deed for County Monument Preservation Fund.
- E) No buyer run made (not furnished with order).
- F) THE REQUIREMENT that a copy of the partnership agreement for **Public Storage Investors 14** a partnership together with any amendments thereto, be submitted to this Company; together with an affidavit from one of the general partners stating that it is a true copy, that said partnership is in full force and effect, and that there have been no further amendments to the Agreement.
- G) THE REQUIREMENT that there be recorded a certified copy of the Certificate of Limited Partnership representing current status of **Public Storage Investors 14**, a California limited partnership. If formed before July 1, 1984, the requirement that satisfactory assurance is provided that the recorded certificate is accurate and up-to-date.

If the certificate is not up-to-date, the requirement that a certificate of Limited Partnership certified by the Secretary of State be recorded.
- H) SHOULD IT BE determined that the limited partnership is conveying or mortgaging all or substantially all of the partnership's property, the requirement that satisfactory evidence be submitted indicating that the proper number of limited partners have consented to such conveying or mortgaging of the partnership's property.
- I) THE REQUIREMENT that all the general partners execute any instruction relied on by this Company and any document conveying or encumbering the partnership's property.
- J) Provide sufficient evidence of the standing and authority of parties executive documents on behalf of Public Storage Investors 14.
- K) SALE of said land is subject to the County of Santa Clara Transfer Tax of \$1.10 per thousand based on equity transferred.
- L) IN CONNECTION with the above-numbered transaction, the following address will be shown on any 116 endorsement issued to an approved lenders policy.

1080 Pecten Drive
Milpitas, CA

LEGAL DESCRIPTION

REAL PROPERTY in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

Parcel No. 1, of that certain Parcel Map of a portion of Lot 31 and 32, Milpitas Rancho recorded March 22, 1974, Map Book 337, page 33, Santa Clara County Records.

PARCEL TWO:

A non-exclusive easement as conveyed to Keith Garner, et al, by Deed recorded May 2, 1979 Instrument No. 6360488, Official Records of Santa Clara County to accommodate wall encroachment over a strip of land 0.5 feet in width, the Northerly line of which is described as follows:

Beginning at the corner common to Parcels 1 and 2 at the Easterly line of Watson Court, as said Parcels and Court are shown on that certain Map entitled, "Parcel Map, Milpitas Properties Co.," recorded in Book 337 of Maps, at page 33, Records of Santa Clara County; thence from said point of beginning along the line dividing said Parcels 1 and 2, North 87° 44' 22" East 379.78 feet to the corner common to said Parcels 1 and 2 on the Northeasterly boundary line of said Parcel Map.

PARCEL THREE:

A non-exclusive easement to accommodate wall encroachment over a strip of land 0.5 feet in width as conveyed to Keith Garner, et ux, by a "Grant Easement and Easement Maintenance Agreement," recorded May 9, 1979, Instrument No. 6368214, Official Records of Santa Clara County, the Westerly line of which is described as follows:

Beginning at the Northeast corner of Parcel 1, as said parcel is shown on that Parcel Map recorded in Book 337 of Maps, at page 33, Santa Clara Records; thence from said point of beginning along the Easterly line of said Parcel 1, South 30° 42' 36" East 794.57 feet to the Southeasterly corner of said Parcel 1.

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APN: 092-08-042

ARB: 092-08-12 and 10.03

EXHIBIT A
LIST (PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy
 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessment which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed the law and not shown by the public records

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1
SCHEDULE OF EXCLUSIONS FROM COVERAGE

Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.

Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction completed at Date of Policy).

Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land or (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters.
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTION

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
 3. Easements, claims of easement or encumbrances which are not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection
2. This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
3. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
4. Title Risks.
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material
5. Failure to pay value.

Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

ADDENDUM TO EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 18, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violation of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date -- this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land, (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 18 and 24 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
 - (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the Insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the Insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure to timely record the instrument of transfer; or

8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge of the vestee shown in Schedule A is not covered by this policy. This exclusion does not limit the coverage provided under Insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
- The time of the advance; or
 - The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
- This exclusion does not limit the coverage provided under Insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- Easements, claims of easement or encumbrances which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
- Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

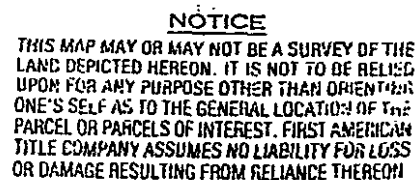
Part Two:

- Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE

00 / 01

BK
86

PAGE
8



LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only
Compiled under R. & L. Code, Sec. 327.
Effective Roll Year 2000-2009

Recording Requested of:

City of Milpitas

When Recorded, Mail To:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035
Attn: City Engineer

Space Above This Line for Recorder's Use

APN: 092-08-042
(a portion of)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Public Storage Inc., a California Corporation

hereby grant(s) to the **CITY OF MILPITAS, a municipal corporation**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

SIGNED:

By:

Title:

Date: October 13, 2005

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On October 13, 2005, before me MARY K. LAMBORN
Notary Public

personally appeared DAVID DALL
personally known to me ~~(or proved to me on the basis of~~
~~satisfactory evidence)~~ to be the person~~(s)~~, whose name~~(s)~~
is/~~are~~ subscribed to the within instrument and acknowledged
to me that he/~~she~~/they executed the same in his/~~her~~/their
authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~
on the instrument the person~~(s)~~ or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(City is exempt from County transfer tax)

March 27, 2002
HMH 2702-00-20
Page 1 of 1 pages

EXHIBIT "A"
PUBLIC STREET
APN 092-08-042

Real property situate in the City of Milpitas, County of Santa Clara, State of California described as follows:

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 337 of Maps, page 33, Santa Clara County Records, described as follows:

Commencing at the most northerly corner of said Parcel 1;

Thence South $69^{\circ} 46' 08''$ West, 178.62 feet along the northwesterly line of said Parcel 1 to the beginning point of a curve to the left;

Thence Southwesterly along said curve having a radius of 20.00 feet, through a central angle of $3^{\circ} 43' 41''$, an arc length of 1.30 feet along the westerly line of said Parcel 1 to the True Point of Beginning;

Thence Southwesterly continuing along said curve, having a radius of 20.00 feet, through a central angle of $61^{\circ} 51' 20''$, an arc length of 21.59 feet along the westerly line of said Parcel 1;

Thence leaving said westerly line, South $81^{\circ} 19' 47''$ East, 6.43 feet;

Thence North $17^{\circ} 06' 13''$ East, 18.61 feet to the TRUE POINT OF BEGINNING.

Containing 99 square feet, more or less.



EXHIBIT B

MONTAGUE EXPRESSWAY

T.P.O.B.

P.O.C.

L1

C2

C1

L3

L2

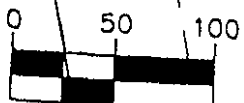
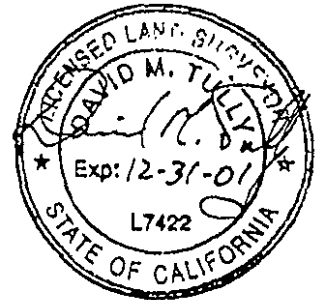
WATSON COURT

PARCEL 1

337-M-33

LINE	BEARING	DISTANCE
L1	S69°46'08"W	178.62'
L2	S81°19'47"E	6.43'
L3	N17°06'13"E	18.61'

CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	03°43'41"	1.30'
C2	20.00'	61°51'20"	21.59'



GRAPHIC SCALE

1 INCH = 100 FT.



SHEET 1 OF 1



HMH, Incorporated
Civil Engineers • Planners • Surveyors
1570 OAKLAND ROAD, SUITE 200
P.O. BOX 61510

PLAT TO ACCOMPANY A LEGAL
DESCRIPTION, PUBLIC STREET

335:27020020, 20020321, 2209

File: 3-27-02
Date: 1" = 100'
Signed: —
Drawn: AH
Checked: DT
Eng: GRM

GRANTOR: PUBLIC STORAGE PROPERTIES, LTD.
PROJECT: MONTAGUE EXPRESSWAY WIDENING

APN: 092-08-093

<p>Recording Requested of: City of Milpitas</p> <p>When Recorded, Mail To:</p> <p>City of Milpitas 455 E. Calaveras Boulevard Milpitas, CA 95035 Attn: City Engineer</p>	
<p>Space Above This Line for Recorder's Use</p>	

CITY OF MILPITAS RIGHT OF WAY CONTRACT

In consideration of the terms and conditions set forth in this Right of Way Contract (the "Contract") PUBLIC STORAGE PROPERTIES, LTD., A California limited partnership ("GRANTOR") shall deposit in an escrow designated by CITY OF MILPITAS, a municipal corporation ("CITY"), this Contract suitable for recordation and conveying from GRANTOR to CITY a permanent, non-exclusive sidewalk easement to the area and real property improvements indicated in Exhibit "A", incorporated herein by this reference (the "Property").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as of the date first written herein below as follows:

1. Entire Agreement

The parties have herein set forth the whole of their Agreement. The performance of this Contract constitutes the entire consideration payable by CITY to GRANTOR and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement also known as the Montague Expressway Widening Project except as it may negatively impact the access to or use of the remainder of GRANTOR's property or as may be caused by the negligence or willful misconduct of CITY, its agents or employees.

2. CITY shall

- A. Pay the sum of Eleven Thousand Two Hundred and No/100 Dollars (\$11,200.00) for the easement rights in the Property and any other consideration, identified in the Appraisal Summary Statement and Statement of the Basis for Determination of Just Compensation, delivered separately and by reference made a part of this Contract, to the following title company: First American Title Insurance Company for the account of the GRANTOR, Escrow No. 519698-9 conditioned upon the rights described herein to the Property vesting in CITY free and clear of all liens, leases, encumbrances, assessments and taxes except any exceptions to title which are acceptable to CITY upon the terms set forth herein as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in Paragraph 2A and dated May 9, 2001, and updates thereof. Clearing of any monetary title exceptions not acceptable to CITY is the responsibility of GRANTOR. In the event of any non-monetary exceptions not acceptable to CITY, whether or not recorded GRANTOR may elect whether or not to clear them, and if GRANTOR does not elect to clear such exceptions, then CITY may clear them at CITY's sole expense or may accept the easement rights in the Property subject to such exceptions. A copy of the applicable preliminary

title report is attached hereto as Exhibit "B" and made a part hereof. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow.

- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority after prior written notice to GRANTOR and adequate time for GRANTOR to make any required payments to deduct and pay from the amount shown in Paragraph 2A above any amount necessary to satisfy any valid liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Paragraph 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving reconveyances from any deed of trust or mortgage holder trustees and beneficiaries.
- D. The consideration set forth in Paragraph 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which are owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Permanent Non-exclusive Sidewalk Easement, as described in Exhibit "A".

3. Permission to Enter GRANTOR'S Land for Construction Purposes

Permission is hereby granted to CITY or its authorized agent to enter on GRANTOR'S land, where necessary, to conform driveways and perform miscellaneous construction contract work upon prior approval by GRANTOR of any plans for such work and upon prior written notice to GRANTOR of any such entry.

CITY and its administrators, successors and assigns, agrees to maintain adequate insurance and to provide written evidence thereof to GRANTOR prior to CITY's entry onto the easement area, and to indemnify, defend, and hold harmless GRANTOR, its affiliates, and their officers, directors, agents, employees, tenants and invitees, together with their administrators, successors and assigns, from, against and with respect to any and all claims, damage, loss, deficiencies, actions, suits, proceedings, demands, assessments or judgments to or against GRANTOR or any indemnified party, including attorneys' fees and court costs, for property damage, personal injuries, or any other matter whatsoever arising out of or in connection with CITY's activities on or about GRANTOR's property.

CITY covenants and agrees to install any and all improvements in a good and workmanlike manner, all at CITY's sole expense. Such work on GRANTOR's property shall be done in such a manner as to result in the least possible inconvenience to GRANTOR and its agents, employees and invitees, and without cost or expense to GRANTOR. All earth and/or paving shall be replaced after CITY's work on GRANTOR's property to at least a comparable condition to which it formerly was as nearly as reasonably practicable.

GRANTOR shall construct no buildings or other permanent structures on the Property. CITY covenants and agrees to maintain the easement area in good, repaired and weed-free condition, all at CITY's sole expense, and GRANTOR shall permit CITY's access onto the Property for such maintenance and repair.

4. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. Escrow Instructions

The parties agree to prepare and file escrow instructions in furtherance of this transaction.

6. Hazardous Wastes

If the Property is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its reasonable clean-up costs from those who caused or contributed to the contamination which shall only include GRANTOR in the event GRANTOR is proven to be the generator of such contamination.

7. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Contract, the right of possession and use of the subject property interest by CITY, and/or its designees or assignees including the right to remove and dispose of improvements, and relocate, install and connect utilities shall commence on December 31, 2005, or close of escrow, whichever occurs first, and that the amount shown in Paragraph 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

In the event of abandonment of CITY's use of the easement described herein for longer than one (1) year, the easement and all rights described herein shall terminate, and CITY shall execute any and all reasonable documentation requested by the GRANTOR evidencing such abandonment.

In the event GRANTOR requires that the location of the easement described herein be moved, CITY shall move the easement and all improvements contained therein one time at CITY's sole expense to a reasonable location mutually agreed upon by both parties. Any further relocations requested by GRANTOR shall be at GRANTOR's expense, and CITY shall reasonably cooperate in any such further relocation.

The Property shall be included in the building site's zoning calculations for lot area, setbacks, landscape and open space requirements.

8. Binding on Successors and Assigns

This Contract shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Contract.

9. No Leases

GRANTOR affirms that there are no oral or written leases on all or any portion of the property proposed to be acquired exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

10. Quitclaim Deeds

If any lessee interests are identified in Paragraph 9 herein, as a condition precedent to close of escrow, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. It is the GRANTOR's primary responsibility to secure any Quitclaim Deeds or releases; however, CITY agrees to reasonably assist GRANTOR in securing said Quitclaim Deeds or releases.

11. Approval of CITY

GRANTOR understands that this Contract is subject to the approval of CITY and availability of funding. Further, that this Contract shall have no force or effect unless and until said CITY approval has been obtained and funding secured.

12. Authority to Sign

GRANTOR and the signatories affirm that the signatories to this Contract are authorized to enter into this Contract to convey real property and that no other authorizations are required to implement this Contract on behalf of GRANTOR.

13. Counterparts Signature

This Contract may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written herein below.

CITY OF MILPITAS,
A MUNICIPAL CORPORATION

By: _____

Title: _____

Date: _____

GRANTOR: PUBLIC STORAGE PROPERTIES, LTD.,
A CALIFORNIA LIMITED PARTNERSHIP

By: Public Storage, Inc., a California corporation
Its General Partner

By:  _____

Title: President. R.E. _____

Taxpayer I.D. # 95-3196912 _____

Date: October 13, 2005 _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

STATE OF CALIFORNIA }

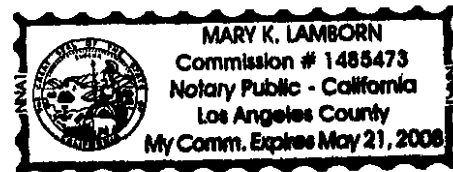
COUNTY OF Los Angeles

On October 13, 2008 before me MARY K LAMBORN
Notary Public
personally appeared David Doll

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary K Lamborn



(This area for official notarial seal)

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(City is exempt from County transfer tax)



HMH, Incorporated
Civil Engineers • Planners • Surveyors

James T. Harper
William J. Wagner
Thomas A. Armstrong
Michael L. Morsilli
David M. Wilson
James E. Thompson

March 23, 2002
HMH 2702-00-20
Page 1 of 1 pages

EXHIBIT "A"
SIDEWALK EASEMENT
APN 092-08-093

Real property situate in the City of Milpitas, County of Santa Clara, State of California,
described as follows:

A parcel of land, being a portion of Parcel A as shown on that Map filed for record in Book 417
of Maps at page 38, Santa Clara County Records, and more particularly described as follows:

Beginning at the most easterly corner of that parcel of land as described in the Grant Deed
recorded as Document No. 15291759;

Thence along the general southerly line of said parcel, the following two courses:

1. From the beginning point of a curve to the left, from which the center bears South 72°
24' 28" West, Westerly along said curve, having a radius of 20.00 feet, through a central
angle of 92° 43' 30", an arc length of 32.37 feet;
2. South 69° 40' 58" West, 49.32 feet;

Thence South 56° 50' 46" East, 29.40 feet;

Thence North 85° 38' 02" East, 32.92 feet;

Thence North 28° 10' 36" East, 16.76 feet;

Thence North 72° 31' 54" East, 7.56 feet to a point in the easterly line of said Parcel A, being
the beginning point of a non-tangent curve to the left, from which the center bears South 72° 31'
54" West;

Thence Northwesterly along said curve, having a radius of 459.52 feet, through a central angle
of 00° 07' 26", an arc length of 0.99 feet to the Point of Beginning.

Containing 1,518 square feet, more or less.



MILPITAS BOULEVARD

MONTAGUE EXPRESSWAY
DOC.NO. 15291759

WATSON COURT

PARCEL A
417-M-38

11.5' WIRE
CLEARANCE
ESMT

11.5' WIRE
CLEARANCE ESMT
8603 OR 453

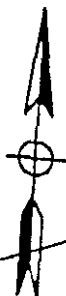
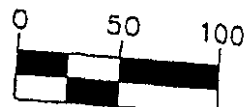
40' PG&E
TOWER LINE
ESMT
8603 OR 453

P.O.B.

L1
L2
L3
L4
L5

LINE	BEARING	DISTANCE
L1	S69°40'58"W	49.32'
L2	S56°50'46"E	29.40'
L3	N85°38'02"E	32.92'
L4	N28°10'36"E	16.74'
L5	N72°25'56"E	7.57'

URVE	RADIUS	DELTA	LENGTH
C1	20.00'	92°43'30"	32.37'
C2	459.52'	00°07'26"	0.99'



GRAPHIC SCALE
1 INCH = 100 FT.



3-23-02
1" = 100'
AH
DT
GRM
2702PL25

HMH **HMH, Incorporated**
Civil Engineers • Planners • Surveyors
1570 OAKLAND ROAD, SUITE 200
P.O. BOX 611510 SAN JOSE, CALIF. 95161-1510

PLAT TO ACCOMPANY A LEGAL
DESCRIPTION, SIDEWALK

SHEET 1 OF 1

335:27020020; 20020315.1771

EXHIBIT "B"

Applicant:

Mr. Steve Erickson, Dept. of Engineering
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035-5479

RE: Title/Escrow No. 519698-9
PUBLIC STORAGE PROPERTIES, LTD.
1609 Watson Court
Milpitas, California
Santa Clara County

PRELIMINARY REPORT DATED MAY 9, 2001 at 7:30 A.M.

ALL INQUIRIES AND CORRESPONDENCE REGARDING THIS ESCROW SHOULD
BE DIRECTED TO:

First American Title
1737 North First Street
San Jose, CA 95112
Tel: 408: 451-7800
Fax: 408: 451-7836

Escrow Officer: Robert Tidd
Telephone No. 408: 451-7831

APPLICANT:

City of Milpitas
 Attn: Steve Erickson
 455 E. Calaveras Blvd.
 Milpitas, CA 95035-5479
 Dept. of Engineering
 c/o Patrick Lough

YOUR CONTACT PERSON IS

CALL : Robert Tidd
 FAX NO. : (408) 451-7800
 ESCROW ORDER NO. : (408) 451-7836
 TITLE ORDER NO. : 519698-9
 TITLE OFFICER : 519698-9
 PROPERTY ADDRESS : Michael D. Hickey/lr/th
 : 1609 Watson Court
 : Milpitas, CA

Subject to a minimum charge required by Section 12404 of the Insurance Code. The form of policy of title insurance contemplated by this report is: **AN AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B (AMENDED 10-17-92)**, AND A SPECIFIC REQUEST SHOULD BE MADE IF ANOTHER FORM OR ADDITIONAL COVERAGE IS DESIRED.

In response to the referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy of Title Insurance in the form specified above, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Gregory P. Carlson
 Assistant Vice President

Dated as of May 9, 2001 at 7:30 a.m.

Title to said estate or interest at the date hereof is vested in:

PUBLIC STORAGE PROPERTIES, LTD., a California Limited Partnership

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes for the fiscal year 2001-2002, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for Line of towers for transmission of electricity, together with rights and appurtenances thereto and incidental purposes in the document recorded May 4, 1978 in Book 417 of Maps, pages 38 and 39.

The terms and provisions contained in the document entitled "Agreement" recorded July 14, 1969 in Book 8603, page 453 of Official Records.

The terms and provisions contained in the document entitled "Agreement" recorded July 14, 1969 in Book 8603, page 465 of Official Records.

The terms and provisions contained in the document entitled "Right of Way Agreement" recorded August 29, 1973 in Book 0541, page 107 of Official Records.
4. An easement for installation and maintenance of public utilities and incidental purposes in the document recorded June 13, 1966 in book 7408, page 115 of Official Records.
5. The terms and provisions contained in the document entitled "Conditional Use Agreement" recorded August 23, 1972 in book 9986, page 92 of Official Records.
6. Abutter's rights of ingress and egress to or from Montague Expressway have been relinquished in the document recorded March 26, 1973 in Book 0293, page 418 of Official Records.
7. Abutter's rights of ingress and egress to or from Montague Expressway have been relinquished in the document recorded July 26, 1994 under Series No. 12594424 of Official Records.
8. An easement for temporary construction on the terms and conditions stated therein and incidental purposes in the document recorded July 26, 1994 under Series No. 12594425 of Official Records.
9. Abutter's rights of ingress and egress to or from Montague Expressway have been relinquished in the document recorded June 27, 2000 under Series No. 15291759 of Official Records.

10. An easement for anchors, guys, wires and cables, guy stubs and fixtures and incidental purposes in the document recorded October 3, 2000 under Series No. 15410340 of Official Records.
11. THE TERMS AND PROVISIONS of any unrecorded leases, including, but not limited to, any options to purchase or rights of first refusal contained therein.
12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

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INFORMATIONAL NOTES

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1. LENDER'S SPECIAL INFORMATION

According to the public records, there have been no deeds conveying the herein described property recorded within two years prior to the date thereof except as follows:

None

2. General and special taxes and assessments for the fiscal year 2000-2001.

First Installment	: \$9,737.86 paid
Penalty	: \$-0-
Second Installment	: \$9,737.86 paid
Penalty	: \$-0-
Tax Rate Area	: 12-002
A. P. No.	: 092-08-082
3. Basic rate applies.
4. Collect \$10.00 (per parcel) user fee for each Grant Deed for County Monument Preservation Fund.
5. SALE of said land is subject to the County of Santa Clara Transfer Tax of \$1.10 per thousand based on equity transferred.
6. IN CONNECTION with the above-numbered transaction, the following address will be shown on any 116 endorsement issued to an approved lenders policy.

1609 Watson Court
Milpitas, CA

LEGAL DESCRIPTION

REAL PROPERTY in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Parcel A as shown on that certain Parcel Map filed in the office of the Recorder of the County of Santa Clara, State of California on May 4, 1978 in Book 417 of Maps, pages 38 and 39.

EXCEPTING THEREFROM the following property conveyed to the County of Santa Clara, by Deed recorded July 26, 1994 under Series No. 12594424, Official Records, being more particularly described as follows:

Being a portion of Parcel A as said Parcel is shown on that certain "Parcel Map" filed May 4, 1978 in Book 417 of Maps, at pages 38 and 39 in the office of the Recorder of Santa Clara County, State of California, the perimeter of said portion being more particularly described as follows:

Beginning at the most Westerly corner of said Parcel A, said corner being the true point of beginning of this description; thence from said true point of beginning Easterly along the Southerly right-of-way line of Montague Expressway as shown on said Map North $72^{\circ} 26' 01''$ East 103.65 feet to a point on a line that is parallel with and distant 67.00 feet Southerly, measured at right angles from the monument line as shown on said Map; thence Westerly along said parallel line South $69^{\circ} 00' 00''$ West 104.38 feet to a point on the Westerly line of said Parcel A; thence Northerly along said Westerly line North $12^{\circ} 36' 30''$ West 6.27 feet returning to the true point of beginning.

ALSO EXCEPTING THEREFROM the following property conveyed to the County of Santa Clara, by Deed recorded June 27, 2000 under Series No. 15291759, Official Records, being more particularly described as follows:

Being a portion of Parcel A as shown on that certain Parcel Map filed for record in Book 417 of Maps, pages 38 and 39, Santa Clara County Records, described as follows:

Beginning at the Southwest corner of that certain land described in the deed from Public Storage Properties, Ltd., a California Limited Partnership, to the County of Santa Clara, a governmental agency, by deed recorded July 26, 1994 in Book N535 of Official Records, at page 0709, Santa Clara County Records; thence from said point of beginning along the Southerly line of said parcel conveyed to the County of Santa Clara and the Northerly, Northeasterly and Easterly lines of said Parcel A, the following three courses: N. $69^{\circ} 46' 32''$ E. 77.539 meters; along a tangent curve to the right, with a radius of 6.096 meters, through a central angle of $91^{\circ} 35' 20''$ for an arc length of 9.745 meters to a point of compound curvature; along a tangent curve to the right, with a radius of 140.062 meters, through a central angle of $1^{\circ} 04' 28''$ for an arc length of 2.626 meters to a point of cusp; thence leaving said Easterly line, from a tangent bearing of N. $17^{\circ} 33' 40''$ W. along a curve to the left, with a radius of 6.096 meters, through a central angle of $92^{\circ} 44' 58''$ for an arc length of 9.868 meters; thence S. $69^{\circ} 41' 22''$ W. 43.798 meters; thence S. $62^{\circ} 15' 18''$ W. 9.226 meters; thence S. $69^{\circ} 46' 30''$ W. 15.633 meters; thence South $77^{\circ} 01' 40''$ W. 9.163 meters; thence S. $69^{\circ} 41' 22''$ W. 0.156 meters to a point in the Westerly line of said Parcel A; thence along said Westerly line N. $11^{\circ} 49' 58''$ W. 2.656 meters to the point of beginning.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)
1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, or a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following.

Part One:

1. Taxes or assessment which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
3. Easements, claims of easement or encumbrances which are not shown by the public records
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims ...
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter

4. ~~AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970~~
~~WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE~~
~~SCHEDULE OF EXCLUSIONS FROM COVERAGE~~

Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.

Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy

Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy)

Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

~~5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS~~

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

- 1 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 2 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof
- 3 Easements, claims of easement or encumbrances which are not shown by the public records.
- 4 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records
- 5 Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6 Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, or (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 3 (c) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy.
- 4 (d) Defects, liens, encumbrances, adverse claims or other matters which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 5 (a) created, suffered, assumed or agreed to by the insured claimant;
- 6 (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
- 7 (c) resulting in no loss or damage to the insured claimant;
- 8 (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
- 9 (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- 10 Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
- 11 Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 12 Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 13 Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on,
- 14 (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
- 15 (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
- 16 (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure
- 17 (a) to timely record the instrument of transfer, or
- 18 (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

- This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
 3. Easements, claims of easement or encumbrances which are not shown by the public records.
 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer, or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that result in loss to you

- 5 Lack of a right:
- to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

ADDENDUM TO EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
- a. building
 - b. zoning
 - c. land use
 - d. improvements on the Land
 - e. land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date. This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:
- a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A, and
- b. in streets, alleys, or waterways that touch the Land

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
- (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
- (a) usury, except as provided under insuring provision 10 of this policy; or
 - (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer, or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of after-acquired title, or
 - (c) the transaction creating the interest of the insured mortgagee as a result of the application of the doctrine of after-acquired title.

8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
- (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
- This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise. NONE

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH EAGLE PROTECTION ADDED WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy:

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

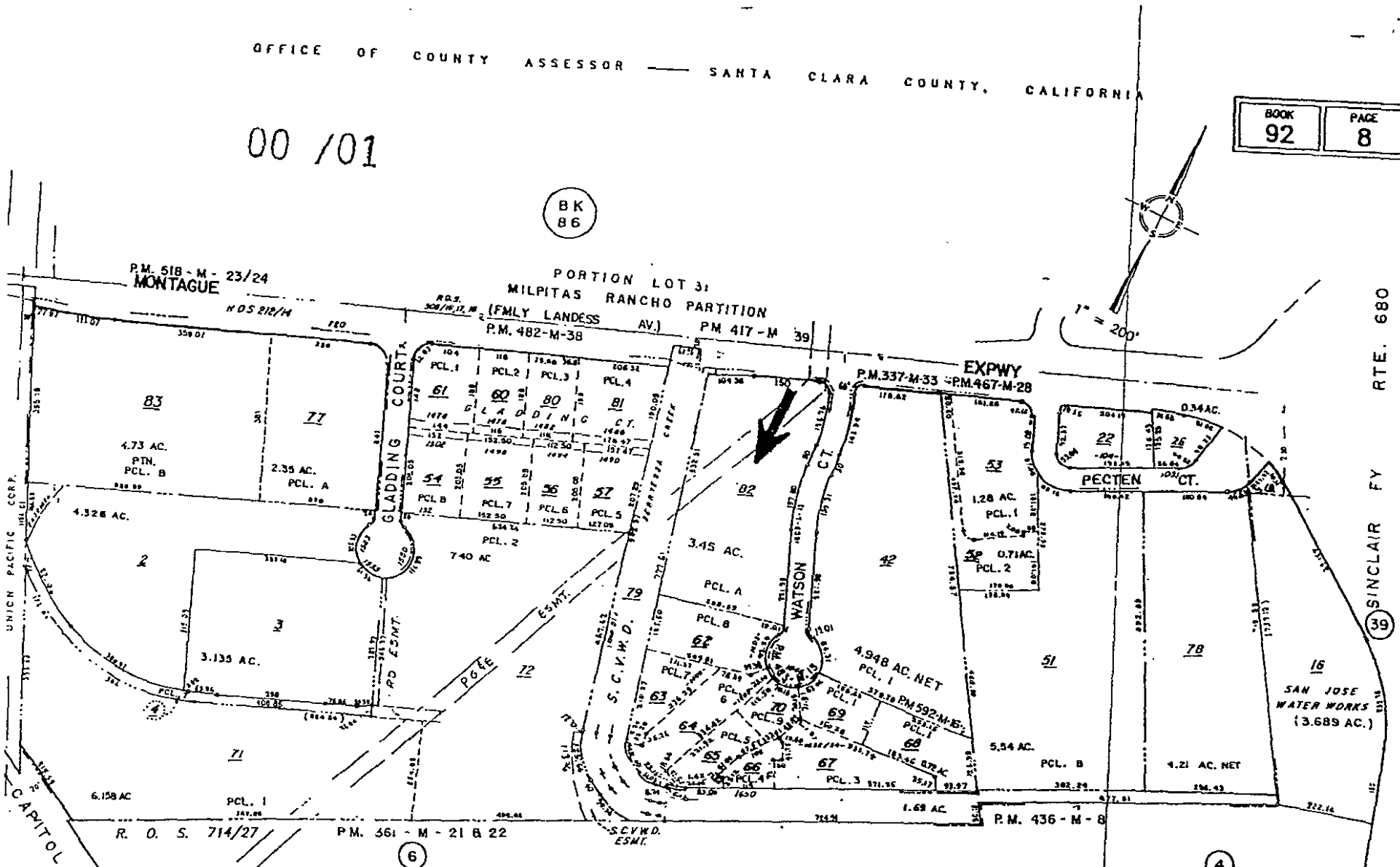
Part Two:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise. NONE.

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NOTICE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. IT IS NOT TO BE RELIED UPON FOR ANY PURPOSE OTHER THAN ORIENTING ONE'S SELF AS TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS OF INTEREST. FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE RESULTING FROM RELIANCE THEREON

LAWRENCE E. STONE - ASSESSOR
 Detailed map for assessment purposes only
 Compiled under B & I Code, Sec. 377
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